

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

11-0370R

REPLACEMENT

RESOLUTION AUTHORIZING DISBURSEMENT OF GRANT FUNDS IN THE AMOUNT OF \$19,853.44 FROM THE PUBLIC FACILITY AND PROGRAM FUND PURSUANT TO CITY CODE SECTION 10A-18.

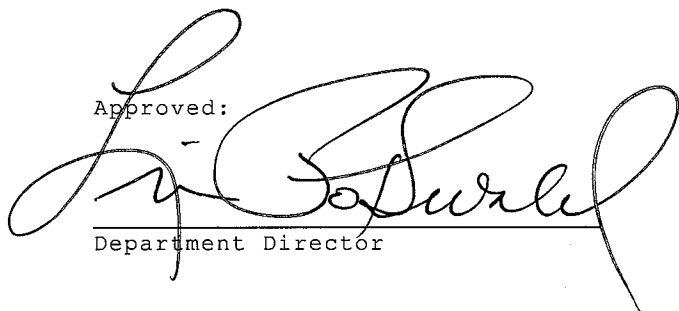
CITY PROPOSAL:

RESOLVED, that the city council hereby authorizes the disbursement of grant funds under the public facility and program fund pursuant to Duluth City Code Section 10A-18 to the following organizations in the following amounts, and further authorizes the proper city officials to execute a grant agreement, substantially the same as that on file in the office of the city clerk as Public Document No. _____, with each organization receiving funds, amounts to be payable from Fund 259-400-5439 (Duluth public facility and program fund, parks and recreation, special projects and events):

Grantee	Grant Amount
Duluth Amateur Youth Basketball Association	\$1,000.00
Duluth YMCA Camp Kitchigami	\$1,751.44
Duluth Superior Charges Lacrosse Club	\$2,000.00
COGGS	\$2,000.00
Salvation Army/Rookie Baseball	\$2,000.00
Chester Bowl Improvement Club	\$1,300.00
Superior Hiking Trail Association	\$925.00
Morgan Park Community Club	\$2,000.00
Kids Café Damiano Center	\$2,000.00

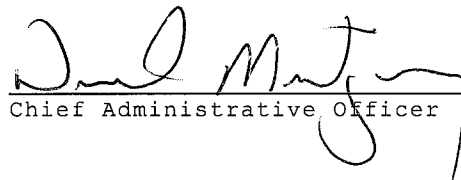
Northwood Children's Services	\$1,227.00
Hartley Nature Center	\$1,650.00
Portman Recreation Association	\$2,000.00

Approved:



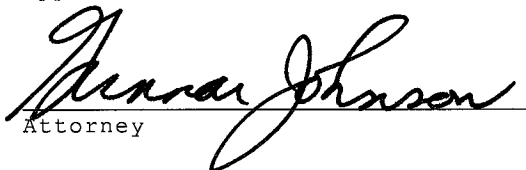
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PARKS/FIN KB:slw 6/29/2011

STATEMENT OF PURPOSE: This resolution authorizes the disbursement of grant funds under the Public Facility and Program Fund set forth in Duluth City Code Section 10A-18. Public Facility and Program Fund monies are intended for the establishment, improvement and maintenance of public facilities and/or recreational, educational, environment or other community related programs in Duluth. Organizations seeking funds must complete an application process through the Duluth Parks and Recreation Commission. The Commission reviewed and voted to recommend the organizations and disbursements authorized by this resolution at their meeting on June 8, 2011.



**Public Administration Department
Parks and Recreation Division**

12 East Fourth Street • Duluth, Minnesota • 55805-3895
218-730-4300 • www.duluthmn.gov/parks/index.cfm

An Equal Opportunity Employer

Date
Name
Address
City, State, Zip

Dear _____:

The City of Duluth Parks and Recreation Commission is pleased to inform you that, subject to the approval of City Council, a grant has been approved in the amount of \$_____ for [description of grant] (the "Grant").

This letter and its attachments outline the terms and conditions of accepting our grant (the "Grant Letter Agreement" or "Grant Letter"). Please read all the terms and conditions carefully, initial, and return along with this signed Grant Letter no later than ten (10) business days from the date of this letter. After we receive your signed contract, we will mail you a check within two weeks.

The funds must be used specifically for the designated purpose(s) by the one (1) year anniversary date of this letter. You must submit a written request to us in advance if you wish to change the purpose of the grant or if the funds are not expended within the next 12 months.

Upon signing this Agreement, your agency or organization represents that you agree to notify us if there is any change in your non-profit status. In addition, you must provide the City with a report on the expenditure of our grant.

This Agreement gives the City your permission to use photographs, logos, published/printed information, and any other materials you supply, without further notice, in press releases and/or publications.

Please sign a copy of this letter where indicated below, initial the general terms, conditions and understandings and return the signed copy to my attention.

Congratulations on this recognition of your important efforts.

Sincerely,

ACCEPTED AND AGREED:

Kathleen Bergen
Division Manager

By _____
Printed Name
On behalf of [Organization' Name]

GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter to which these General Grant Terms, Conditions and Understandings are attached, The City of Duluth's Parks and Recreation Commission through its Public Facility and Program Fund (the "Grantor") is awarding this grant to you as the Grantee contingent upon the following:

1. Expenditure of Funds:

- (a) This Grant is made for the purpose outlined in the Grant Award Letter and may not be expended for any other purpose without Grantor's prior written approval.
- (b) You understand that any portion of the Grant unexpended at the completion of the project or the end of the period shall be returned immediately to the Grantor.
- (c) You may not assign, or otherwise transfer, its rights or delegate any of your obligations under this Grant without prior written approval from the Grantor.

2. Records and Reports:

You are required to keep a record of all receipts and expenditures relating to this Grant and to provide the Grantor with a written report summarizing the project promptly following the end of the period during which you are to use all Grant funds. You also agree to provide any other information reasonably requested by the Grantor

3. Required Notification:

You are required to provide the Grantor with immediate written notification of: (a) your inability to expend the grant for the purposes described in the grant award letter; or (b) any expenditure from this grant made for any purpose other than those for which the grant was intended.

4. Reasonable Access for Evaluation:

You will permit Grantor and its representatives, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as Grantor deems necessary or appropriate concerning this grant award.

5. Publicity:

You will allow Grantor to review and approve the text of any proposed publicity concerning this Grant prior to its release. Grantor may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in Grantor's periodic public reports, newsletters, and news releases.

6. Right to Modify or Revoke:

Grantor reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in Grantor's sole

discretion, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant or any other charitable activities of Grantor; or (c) to comply with the requirements of any law or regulation applicable to you, of Grantor or this Grant.

If Grantor does not receive signed copies of its grant award letter and of these general grant terms within ten (10) business days after the date of Grantors grant award letter, this Grant may be revoked.

The undersigned certify that they are authorized officers or representatives of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

7. Hold Harmless

(a) Grantee agrees to waive all claims and recourse against Grantor including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of Grantor, its officers, agents, and employees.

(b) Grantee agrees to indemnify, hold harmless and defend Grantor, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project

8. Nondiscrimination

The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility or services acquired or developed pursuant to this Agreement.

9. Application Incorporation

The Application and any subsequent change or addition approved in writing by the Grantor is hereby incorporated in this Agreement as though set forth in full in this Agreement.

10. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

Accepted and agreed to: _____ (initial)